

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

Cheryl Besser, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

PAC Federal Credit Union,

Defendant.

Case No. 2:13-cv-14208
Hon. Bernard A. Friedman

STIPULATION OF DISMISSAL

Plaintiff, Cheryl Besser (“Plaintiff”) and Defendant, PAC Federal Credit Union (“Defendant”), by and through their undersigned counsel and pursuant to Fed. R. Civ. P. 41(a)(1)(A) and Fed. R. Civ. P. 23(e), hereby stipulate to the dismissal of this action with prejudice as to Plaintiff’s individual claims, and without prejudice as to the claims of any alleged class members. No class has been certified in this action. Accordingly, class notice and Court approval of the settlement are not required under Fed R. Civ. P. 23(e). In exchange for the Plaintiff’s individual release of claims set forth in a Confidential Settlement Agreement and Release dated as November 6, 2013 (the “Settlement Agreement”) and such other consideration set forth in the Settlement Agreement, Defendant, without admitting any liability or violation, has agreed, among other things in the Settlement Agreement, to the following:

1. Consistent with the terms of the Settlement Agreement, Defendant will complete any remaining ATM modifications and/or ATM replacements pursuant to its ADA Compliance Plan to meet the 2010 Americans with Disabilities Act Standards for Accessible Design (“2010 Standards”), including any applicable safe harbor (the “Original Compliance Date”)
2. Consistent with the terms of the Settlement Agreement, Defendant has agreed to implement and/or modify its ADA Compliance Policy to formalize its intent and

commitment to maintaining its ATMs in compliance with Chapter 7, Section 707, of the 2010 Standards.

3. Consistent with the terms of the Settlement Agreement, Defendant has agreed to appoint an employee or officer to serve as an ADA Compliance Manager to oversee the implementation of the Defendant's ADA Compliance Plan.

In accordance with the terms of this Stipulation and their Settlement Agreement, the parties request that the Court dismiss with prejudice Plaintiff's individual claims and dismiss without prejudice the claims of any alleged class members, and retain jurisdiction to interpret and enforce the terms of the Stipulation and Settlement Agreement entered into by the parties.

By: /s/Sunshine R. Fellows

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November 6, 2013

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November 6, 2013

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ORDER OF DISMISSAL

This matter having come before the Court on the stipulation of the parties, and this Court being more fully informed and duly advised in the premises, now therefore:

In accordance with the terms of the parties' executed Stipulation and their Settlement Agreement, this matter is dismissed with prejudice as to Plaintiff's individual claims and dismissed without prejudice as to the claims of any alleged class members. This Court further retains jurisdiction to interpret and enforce the terms of the Stipulation and Settlement Agreement entered into by the parties.

IT IS SO ORDERED.

November 12, 2013

____s/Bernard A. Friedman_____
UNITED STATES DISTRICT COURT JUDGE